



UNITED STATES MARINE CORPS  
MARINE CORPS RECRUIT DEPOT/WESTERN RECRUITING REGION  
1600 HENDERSON AVENUE SUITE 238  
MCRD SAN DIEGO, CALIFORNIA 92140-5001

DepO 5381.3E  
7C

DEC 17 1997

DEPOT ORDER 5381.3E

From: Commanding General  
To: Distribution List

Subj: POLICY FOR PACIFIC MARINE CREDIT UNION

Ref: (a) SECNAVINST 5381.5A

Encl: (1) Agreement between Marine Corps Recruit Depot, Hereinafter  
Referred to as the Command, and Pacific Marine Credit Union,  
Hereinafter referred to as the Credit Union

1. Situation

a. The reference provides policies, procedures, and guidelines for credit unions serving the Navy and Marine Corps personnel. Enclosure (1) sets forth services to be provided by the Pacific Marine Credit Union, the rules, regulations, procedures, and responsibilities incident to the credit union's operation, the support to be provided by the Command and policies pertaining to the Recruit Direct Deposit Program.

b. The Department of the Navy is committed to providing full credit union services. Therefore, the Pacific Marine Credit Union will be assisted at all echelons in extending mutual benefits to all Marine Corps and Navy personnel by:

(1) Making credit union services available to personnel of all ranks and grades;

(2) Encouraging habits of thrift through the accumulation of savings;

(3) Lending money for personal loans at low cost interest rates;

(4) Extending full counseling services on personal and family financial planning problems and related matters of financial interest to members and their dependents.

c. The Commandant of the Marine Corps (RFR) provides the Marine Corps continuity for credit union matters between field installations and the Assistant Secretary of the Navy (FM).

d. The AC/S, Comptroller is the Command liaison with the Credit Union.

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2. Cancellation. DepO 5381.3D.

3. Mission. To set forth command policy concerning the Pacific Marine Credit Union.

4. Execution

a. Commander's Intent and Concept of Operations

(1) Commander's Intent. Commanding officers, HQSVCBn, WFTBN, RTR and 12th MCD will:

(a) Encourage members to develop habits of thrift, and point out the benefits derived from maintaining an accumulation of savings and investments.

(b) Render all possible assistance within the bounds of this Order to facilitate credit union efforts at the local level and publicize the availability and desirability of services offered, particularly in the area of financial counseling.

(c) Promote command awareness of such areas as credit union membership, lending policies and applied practices in order to ensure the effective use of credit union services. In this regard, liaison with the Pacific Marine Credit Union is encouraged.

(2) Concept of Operations

(a) Any differential treatment in the provisions of services, including loan services, based on race, color, religion, national origin, sex, marital status, age, rank or grade will be deemed discriminatory in nature. All Credit Union staffing will be accomplished in full compliance with the spirit and intent of the equal opportunity policies and programs of the DoD.

(b) Registration of an allotment/payroll deduction as a prerequisite for consideration of a loan approval is expressly prohibited. Allotments to the Credit Union will be in accordance with appropriate DON regulations. Members who elect to deposit funds or effect repayment of a loan by allotment/payroll deductions will have their accounts credited and interest computed from the date the Credit Union is authorized to deposit funds received from the financial source proffered on behalf of the members.

(c) The Credit Union is encouraged to provide lecturers and consumer-oriented literature to commands and tenant activities in support of education programs for military and civilians personnel. Commanders are encouraged to avail themselves of these services for the benefit of their personnel. The support and sympathetic understanding intended by this policy will not be construed as representing control, supervision, or financial responsibility of the Credit Union by the CG or CMC.

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(d) Compliance with the Truth-in Lending Act (15 USC 1601 et seq.) and the extent to which personal credit rating information of a member maybe disseminated is required.

(e) The use of on-base bulletin boards for promotional or information material on Credit Union services is authorized.

b. Subordinate Element Missions

(1) AC/S, Comptroller

(a) Maintain contact with the Pacific Marine Credit Union to confer or assist in the resolution of member complaints and to discuss or recommend improvements in the quality/quantity of service provided.

(b) Renew the enclosure 5 years from the date of execution.

(2) Pacific Marine Credit Union

(a) Be guided by, and adhere to, the policies set forth in this order and the reference.

(b) Submit written certification that the Pacific Marine Credit Union meets the 95% criterion for free government space prior to the renewal of the enclosure.

(c) Forward a copy of the Pacific Marine Credit Union annual report to the AC/S, Comptroller, by 1 April of each year.

(d) Provide the AC/S, Comptroller with a copy of the Pacific Marine Credit Union monthly financial report.

(3) Credit Union Members

(a) Are encouraged to participate in credit union activities, such as serving on committees, on a non-reimbursable basis where neither conflict of duty or interest is involved.

(b) Report suspected credit union malpractice or discrimination via the chain of command or contact the MCRD Hotline at 524-8826.

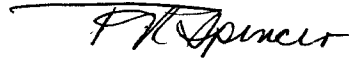
5. Administration and Logistics. This Order will be disseminated through the Depot Distribution List.

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6. Command and Signal

- a. Command. This Order is applicable to MCRD and WRR.
- b. Signal. This Order is effective on the date signed.



T. W. SPENCER  
Chief of Staff

DISTRIBUTION: A

AGREEMENT BETWEEN THE MARINE CORPS RECRUIT DEPOT, HEREINAFTER  
REFERRED TO AS THE COMMAND, AND PACIFIC MARINE CREDIT UNION,  
HEREINAFTER REFERRED TO AS THE CREDIT UNION

PURPOSE OF THE AGREEMENT: To set forth, in writing, services to be provided by the credit union; rules, regulations, procedures, and responsibilities incident to the credit union's operation; support to be provided by the command; and policies pertaining to the Recruit Direct Deposit Program.

PACIFIC MARINE CREDIT UNION: Is recognized as a cooperative association established for the purpose of stimulating systematic savings and creating a source of credit for provident and productive purposes.

SOURCE OF AUTHORITY: The contents of this agreement are based on the rules, regulations, and policies contained in SECNAVINST 5381.5A. This agreement does not supersede the aforementioned instruction if a conflict exists, nor does it supersede other directives that may be issued by competent authority.

CREDIT UNION RESPONSIBILITIES

1. General:

a. Abide by the applicable provisions of SECNAVINST 5381.5A and subsequent revisions thereto and the regulations of the National Credit Union Administration (NCUA).

b. Qualify for and maintain federal share insurance as provided by the Federal Credit Union Act and the NCUA.

2. Provide the following Programs:

a. A savings program which will foster a regular savings plan by the credit union membership that meets their individual needs and provides a reasonable return on savings as dictated by good management principles.

b. A financial counseling service provided to the membership without charge. Such services shall include helping members to effectively manage their finances, budget their earnings and solve financial problems.

c. A lending program which is as liberal as possible, yet consistent with the best interest of the credit union membership and the individual to include staffing by a loan officer authorized to approve loans and issue checks. Financial institutions that evidence a policy of discrimination in their loan services are in violation of this agreement and the policies contained in SECNAVINST 5381.5A.

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3. Operational Considerations:

a. Provide full credit union services to include normal counter transactions during normal working days from 8:30 a.m. to 4:30 p.m. on Monday through Friday, excluding federal holidays.

b. Provide all necessary equipment, supplies, and personnel to operate the credit union. The credit union has the right to install nonpermanent fixtures, furnishings and removable equipment as necessary and desirable. Any cost associated with the installation or removal of the aforementioned items will be borne by the credit union. Title and ownership of reasonably removable items shall remain with the credit union.

c. Indemnify and hold harmless the government and the Commanding General from and against loss, expense claims, or demands to which the government may be subjected as a result of death, loss, destruction, or damage in connection with the use or occupancy of the credit union premises occasioned in whole or in part by agents or employees of the credit union.

d. Indemnify and hold harmless the government and the Commanding General from any responsibility or liability for the financial operation of the credit union, or for any losses (including criminal losses), expenses, or claims for damages arising from credit union operation.

e. Furnish the Commanding General a copy of the monthly financial report.

f. Upon renewal of each agreement to provide written certification that the credit union continues to meet the 95 percent membership criterion in accordance with SECNAVINST 5381.5A.

g. Maintain an official channel of communication with the command by designating a credit union liaison for command matters.

h. Make no unilateral changes in operating details cooperatively established and mutually agreed to in writing.

i. Refer all unresolved problems relative to services or procedures to the designated command liaison officer.

j. Request prior written consent from the Commanding General, which shall not be unreasonably withheld, as a condition of making any alteration, improvement or addition to either the interior or exterior of the credit union premises or to fixtures installed therein, or to mark, paint, drill, or in any way deface any portion of the premises provided by the command.

k. The cost of any alteration, improvement or addition to either the interior or exterior of the credit union premises,

ENCLOSURE (1)

beyond the normal command supplied maintenance and repair, completed at the credit union's request will be borne by the credit union.

l. Remove from the premises within thirty (30) days all credit union property, with the exception of trade fixtures permanently affixed to the premises, in the event authority to operate on the depot is terminated and to reimburse the command for any damage to the building or grounds incurred by removal by the credit union of any equipment or trade fixtures not permanently affixed which were constructed or installed by the credit union.

m. Surrender to the command all rights, title and interest in all alterations, improvements, remodeling, additions or fixtures, other than trade fixtures not permanently affixed to the premises, which may be made or installed in the premises and which are permanently attached to the floor, wall or ceiling of the premises, and any floor covering which is cemented or otherwise affixed to the floor of the premises.

n. Accommodate, whenever possible, local command requests for lecturers and printed materials for consumer credit education programs. Credit union personnel invited to participate in such programs shall not use the occasion to promote the exclusive services of their financial institution.

o. Keep the Commanding General advised of credit union operations.

p. Invite command representatives to attend annual meetings and other appropriate functions.

q. Maintain physical security of cash and negotiable items in a manner consistent with the requirements of the credit union's fidelity insurer. A copy of these requirements shall be provided to the Commanding General upon request.

r. Provide full-service automated teller machines (ATMs) for use by personnel. These ATMs will operate within generally accepted standards for the industry if usage remains at an acceptable level. However ATM 1601 will remain non-operational during the hours of 2200 until 0700 for security purposes.

s. Furnish annually the Commanding General or his representative a copy of proof of insurance naming the Marine Corp Recruit Depot San Diego and the Government as additional insured's under the Pacific Marine Credit Union insurance policy. Said insurance policy will have minimum liability limits of \$1,000,000.00 and a separate \$1,000,000.00 for first party property damage claims.

ENCLOSURE (1)

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COMMAND RESPONSIBILITIES

1. Provide the Credit Union:

- a. Space in Building 9 for the conduct of business.
- b. Required maintenance and repair Class II plant property and fixtures within regulations.
- c. Adequate light, power, water, heat, sewage and trash removal on a no cost basis.
- d. Assist, without charge and under the terms of the Freedom of Information Act, in the location of personnel who have written and cashed worthless checks or has delinquent loans by:
  - (1) Make available the services of the depot locator when necessary for the military addresses of active duty personnel (telephone 524-1715).
  - (2) Make available the services of the Human Resources Office for the location of civil service employees aboard the depot (telephone 524-6915).
  - (3) Make available the services of the Support Branch for location of non-appropriated fund employees aboard the depot (telephone (619) 725-6226).
- e. Maintain an official channel of communications between the credit union and the command by designating a Command Liaison Officer (AC/S, Comptroller, 524-8771) for credit union matters.
- f. Make no unilateral changes in matters cooperatively established and mutually agreed to in writing.
- g. Confer with the designated credit union liaison officer on all problems related to services or procedures.
- h. Refer all unresolved matters relative to rules, regulations, or procedures to the Comptroller of the Navy, via the Commandant of the Marine Corps (Code FD), in accordance with SECNAVINST 5381.5A.
- i. Initiate action to review this agreement five years from date of execution.

ENCLOSURE (1)



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RECRUIT DIRECT DEPOSIT (RDD) PROGRAM1. General:

a. The credit union agrees to participate in the Recruit Direct Deposit (RDD) program for a period of five years. At the end of this period, representatives from command and credit union will meet to review RDD policies and recommend any modifications to this agreement that may be deemed necessary.

b. The command agrees to use the credit union as the institution designated to support RDD. At the end of the five-year period, the command may elect to re-negotiate the credit union's participation in the RDD program.

c. The credit union may elect not to participate in the program at any time after the initial five-year period. Written notification of intent to terminate participation must be provided to the command 180 days prior to the termination date.

2. Credit Union Responsibilities:

a. Process Automated Clearing House (ACH) pre-notification files within 24 hours of receipt.

b. Process recruit Electronic Fund Transfer (EFT) advance pay payments within 24 hours.

c. Return advance pay and regular salary EFT payments to the Defense Finance and Accounting Service - Kansas City (DFAS-KC) when advised by recruit separations that a recruit is being processed for separation. All items will be returned to DFAS-KC via the Federal Reserve ACH system.

d. Provide recruits 25 starter checks free of charge.

e. Assist with financial management training, when requested by the Recruit Training Regiment.

f. Adhere to the operating procedures contained in the Standard Operating Procedures for RDD.

3. Command Responsibilities:

a. Coordinate (as needed) with DFAS-KC on the creation and transmission of ACH pre-notification files and EFT payments to the credit union.

b. Adhere to the operating procedures contained in the Standard Operating Procedures for RDD.

c. Fund for a contracted NMCI seat that will provide Local

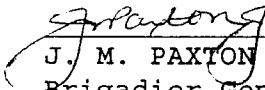
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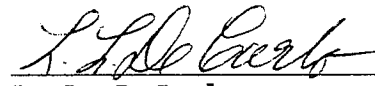
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Area Network access, a workstation, a stand-alone printer support and 3270 mainframe access for the purpose of printing ATM and check roster reports to facilitate the RDD Program.

d. Provide listing of mailing addresses for graduating Marines for the purpose of mailing monthly statements.

Executed this Nov. 20th day of 2003  
(month) (year)

  
J. M. PAXTON JR  
Brigadier General, U.S. Marine Corps  
Commanding General  
Marine Corps Recruit Depot  
San Diego, California 92140

  
L. L. DeCarlo  
President  
Pacific Marine Credit Union  
Camp Pendleton, Ca 92055

ENCLOSURE (1)